

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
November 12, 2021**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, November 12, 2021 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT IN PERSON: Matthew C. Burrell, Chair; Brad Galbraith, Vice-Chair; George H. Erwin, Jr.; Carl H. Ricker, Jr.; and Britt Lovin

MEMBERS PRESENT VIA TELEPHONE/VIDEO: Susan Russo Klein

MEMBERS ABSENT: Thomas M. Apodaca

STAFF AND LEGAL COUNSEL PRESENT IN PERSON: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; John Coon, Director of Operations and Maintenance; Christina Madsen, Airport Properties and Contracts Manager; Jared Merrill, Airport Planning Manager; Samuel Sales, Chief of Public Safety; Michael Merideth, Systems Administrator; and Ellen Heywood, Clerk to the Board

STAFF PRESENT VIA VIDEO: Tina Kinsey, Director of Marketing and Public Relations

PRESENT IN PERSON: Brad Sucher, Gresham Smith; David King, Gresham Smith; Amanda Fry, Hensel Phelps; Tanner McLellan, Hensel Phelps

ALSO PRESENT VIA TELEPHONE: Jon McCalmont, Parrish and Partners; James Moose, Avcon; Nick Loder, RS&H; Jeff Kirby, Parrish and Partners; Brock Burns; Jason Sandford, AshVegas

CALL TO ORDER: The Chair called the meeting to order at 8:30 a.m.

PRESENTATIONS:

A. Terminal Expansion Project: The Director stated that Brad Sucher with Gresham Smith would give an update on the terminal expansion project. Mr. Sucher introduced Amanda Fry and Tanner McLellan from Hensel Phelps to the Board. Mr. Sucher provided renderings comparing the current exterior finishes of the terminal building with

the proposed exterior finishes for both curbside and airside. Also shown were images of current and proposed finishes for the ticketing, meeter/greeter, baggage claim, security checkpoint, concession space and holdroom areas. A comprehensive review of the construction schedule was also presented. The Board thanked Mr. Sucher for his presentation.

FINANCIAL REPORT: A review of enplanements, aircraft operations, and general aviation activity for the month of September was provided by the Director. Janet Burnette reported on the financial activity for the month of September.

CONSENT ITEMS: The Chair stated that Consent Item E, Approve the Greater Asheville Regional Airport Authority August 13, 2021 Closed Session Minutes, and Consent Item F, Approve the Greater Asheville Regional Airport Authority October 8, 2021 Closed Session Minutes, would be pulled for review during Closed Session.

A. Approve the Greater Asheville Regional Airport Authority August 13, 2021 Regular Meeting Minutes:

B. Approve the Greater Asheville Regional Airport Authority October 8, 2021 Regular Meeting Minutes:

Mr. Ricker moved to approve Consent Items A and B. Mr. Erwin seconded the motion and it carried unanimously.

C. Approve Amendment to the FY21/22 Budget for Capital Carry-Over Adjustment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Carry-over Capital Expenditures	\$2,908,023	
Totals	<u>\$2,908,023</u>	<u> </u>

This will result in a net decrease of \$2,908,023 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Federal Funds – AIP Funds	\$2,276,161	
Transfer from GARAA Cash	631,862	
Totals	<u>\$2,908,023</u>	<u> </u>

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 12th day of November, 2021.

Matthew C. Burrell, Chair

Attested by:

Ellen Heywood, Clerk to the Board

D. Approve Amendment to the FY 21/22 Budget for Salary Adjustment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Administration Dept.	\$95,722	
Executive Dept.		\$10,580
Finance Dept.		5,951
Guest Services Dept.		3,733
Information Tech. Dept.		8,023
Marketing Dept.		4,165
Operations/Maintenance Dept.		29,902
Planning Dept.		5,718
Properties Dept.		2,454
Public Safety Dept.		25,196
	<u>\$95,722</u>	<u>\$95,722</u>

This will result in a net increase of \$0 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	\$ 0	\$ 0
Totals	<u>\$ 0</u>	<u>\$ 0</u>

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 12th day of November 2021.

Matthew C. Burrell, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Erwin moved to approve Consent Items C and D. Mr. Ricker seconded the motion and it carried unanimously.

OLD BUSINESS:

A. Public Hearing and Final Adoption of the Authority's Amended Ordinance 201601-7 for Airline Rates, Fees and Charges for the Asheville Regional Airport:

The Chair opened the floor to public comments at 9:30 a.m. There being no public comments, the Chair closed the floor at 9:31 a.m.

Mr. Lovin moved to adopt the following Amended Ordinance to Implement the Schedule of Airline Rates, Fees and Charges for the Asheville Regional Airport for FY2021/2022. Mr. Galbraith seconded the motion and it carried unanimously:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
AMENDED ORDINANCE NO. 201601-7
AN ORDINANCE TO IMPLEMENT A SCHEDULE OF AIRLINE RATES, FEES AND CHARGES
FOR THE ASHEVILLE REGIONAL AIRPORT

IT IS HEREBY ENACTED AND ORDAINED BY THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AS FOLLOWS:

Section 1. CITATION

1.1 This Ordinance may be cited as the "Airline Rates, Fees & Charges Ordinance".

Section 2: FINDINGS

2.1 The Greater Asheville Regional Airport Authority was created by Session Law 2012-121, which was ratified by the General Assembly of North Carolina on June 28, 2012.

2.2 Section 1.6(a)(7) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the ability to, among other things: *"[m]ake all reasonable rules, regulations, and policies as it may from time to time deem to be necessary, beneficial or helpful for the proper maintenance, use, occupancy, operation, and/or control of any airport or airport facility owned, leased, subleased, or controlled by the Authority . . ."*

2.3 Section 1.6(a)(6) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the authority to: *"[c]harge and collect fees, royalties, rents, and/or other charges, including fuel flowage fees for the use and/or occupancy of property owned, leased, subleased, or otherwise controlled and operated by the Authority or for services rendered in operation thereof."*

2.4 Section 1.6(a)(21) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the ability to: *"[e]xercise all powers conferred by Chapter 63 of the General Statutes [of the State of North Carolina] or any successor Chapter or law."*

2.5 North Carolina General Statute Section 63-53(5) further gives the Greater Asheville Regional Airport Authority the authority: *"[t]o determine the charge or rental for the use of any properties under its control and the charges for any services or accommodations and the terms and conditions under which such properties may be used, provided that in all cases the public is not deprived of its rightful, equal, and uniform use of such property."*

2.6 The Greater Asheville Regional Airport Authority is obligated under federal law to maintain an airport user fee and rental structure that, given the conditions of the Airport makes the Airport as financially self-sustaining as possible.

2.7 The Greater Asheville Regional Airport Authority is further obligated under federal law to establish an airport user fee structure that is fair and reasonable to all users, and not unjustly discriminatory.

2.8 In or around Fall 2014, the Greater Asheville Regional Airport Authority contracted with an airport consulting firm, who conducted a comprehensive airline rate and charge study at the Airport, in accordance with the methodology stated in the Rates and Charges Policy promulgated by the Office of the Secretary of the Department of Transportation and by the FAA.

2.9 Since approximately February 2015, the Greater Asheville Regional Airport Authority has consulted with and made repeated, good faith efforts to reach an agreement regarding rates, fees and charges with the Airlines, and to resolve all disputes asserted by the Airlines, and after adequate and timely consultation with the Airlines and with the airport consulting firm, Greater Asheville Regional Airport Authority now desires to implement, by ordinance, the fair, reasonable and not unjustly discriminatory rates and charges structure as proposed by the airport consulting firm.

Section 3. PURPOSE AND SCOPE

3.1 The Greater Asheville Regional Airport Authority finds and determines that it is in the public interest to establish a schedule of Airline rates, fees and charges by ordinance.

3.2 This Airline Rates, Fees & Charges Ordinance shall be applicable to all Airlines utilizing the Asheville Regional Airport.

Section 4. EFFECTIVE DATE

4.1 The Airline Rates, Fees & Charges Ordinance shall take effect as of the 9th day of December, 2016.

Section 5. DEFINITIONS

5.1 "Affiliate" shall mean any airline or other entity designated in writing by Airline as an Affiliate that is operating under the same flight code designator and is: (1) a parent or subsidiary of Airline or is under the common ownership and control with Airline or (2) operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline or (3) is a contracting ground handling company on behalf of Airline at the Airport.

5.2 "Airline(s)" shall mean each airline providing commercial passenger service to and from the Airport and using the Airport Terminal Building to enplane and deplane passengers or cargo service to and from the Airport.

5.3 [RESERVED]

5.4 "Airlines' Revenue Landed Weight" is for the applicable Fiscal Year the sum of the products determined by multiplying each Revenue Aircraft Arrival by each of the Airlines by the applicable Certified Maximum Gross Landed Weight of the aircraft making the Revenue Aircraft Arrival.

5.6 "Airport" is the Asheville Regional Airport as it presently exists and as it is hereafter modified or expanded.

5.7 "Airport Operating Requirement" for any Fiscal Year, consists of all of the following: (1) Operation and Maintenance Expenses; (2) O&M Reserve Requirement; (3) Depreciation; (4) Amortization; (5) Debt Service; (6) coverage required on any Bonds; (7) fund deposits required under any Bond Ordinance; (8) the net amount of any judgment or settlement arising out of or as a result of the ownership, operation or maintenance of the Airport payable by Authority during any Fiscal Year. This amount would include, but not be limited to, the amount of any such judgment or settlement arising out of or as a result of any claim, action, proceeding or suit alleging a taking of property or an interest in property without just or adequate compensation, trespass,

nuisance, property damage, personal injury or any other claim, action, proceeding or suit based upon or relative to the environmental impact resulting from the use of the Airport for the landing and taking off of aircraft; and (9) any and all other sums, amounts, charges or requirements of the Airport to be recovered, charged, set aside, expensed or accounted for during any Fiscal Year, or the Authority's accounting system.

5.8 "Amortization" is the amount determined by dividing the net cost of each Airport non-depreciating asset by an imputed estimated life for the asset as determined by the Authority.

5.9 "Assigned Space" means for each Airline, those areas and facilities in the Terminal Building and those areas adjacent to and outside the Terminal Building which are assigned to such Airline for its Preferential use.

5.10 "Authority" means the Greater Asheville Regional Airport Authority.

5.11 "Bond Ordinance" is any ordinance, resolution or indenture authorizing the issuance of Bonds for or on behalf of the Airport or Authority, including all amendments and supplements to such ordinances, resolutions and indentures.

5.12 "Bonds" are all debt obligations issued for or on behalf of the Airport or the Authority subsequent to July 1, 2009, except obligations issued by or on behalf of the Authority for a Special Facility.

5.13 "Capital Charge or Capital Charges" charges that include Amortization, Depreciation and Debt Service.

5.14 "Capital Outlay" is the sum of one hundred thousand dollars (\$100,000) or as otherwise determined by the Authority.

5.15 "Certified Maximum Gross Landed Weight" or "CMGLW" is, for any aircraft operated by any of the Airlines, the certified maximum gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in the airline's FAA approved "Flight Operations Manual".

5.16 "Debt Service" for any Fiscal Year is the principal, interest and other payments required for or on account of Bonds issued under any Bond Ordinance.

5.17 "Depreciation" is the amount which is the net cost of any Airport asset, except a non-depreciating asset, divided by its estimated useful life as determined by the Authority.

5.18 "Enplaned Passengers" are the originating and on-line or off-line transfer passengers of each of the Airlines serving the Airport enplaning at the Airport.

5.19 "Fiscal Year" is July 1st of any calendar year through June 30th of the next succeeding calendar year, or such other fiscal year as Authority may subsequently adopt for the Airport.

5.20 "Holdrooms" means the gate seating areas currently situated in the Airport Terminal Building, as they now exist or as they may hereafter be modified or expanded or constructed by Authority within or as part of the Terminal Building for use by Airline and the other Airlines for their Joint Use.

5.21 "Joint Use Formula" is, for any Fiscal Year, the formula used for prorating Terminal Building Rentals for Joint Use Space.

5.22 "Joint Use Space" means that common use space not assigned, which Airline uses on a joint use basis with other airline tenants.

5.23 "Landing Fees" are the airfield related charges calculated by multiplying the landing fee rate established in the Schedule of Rates, Fees and Charges for the applicable Fiscal Year by the applicable Certified Maximum Gross Landed Weight ("CMGLW") of Revenue Aircraft Arrivals.

5.24 "Operation and Maintenance Expenses" or "O&M Expenses" are, for any Fiscal Year, the total costs and expenses, incurred or accrued by the Authority for that Fiscal Year, in providing for the administration, operation, maintenance and management of the Airport, including, without limitation, the performance by Authority of any of its obligations related to the Airport.

5.25 "O&M Reserve Requirement" is the requirement adopted by the Authority that defines the amount of operating cash reserves to be available within the O&M Reserve Fund. The O&M Reserve Requirement may be revised from time to time and is currently set to equal at least six (6) months of the annual O&M Expenses budgeted for the current Fiscal Year.

5.26 "Passenger Facility Charge (PFC)" is the charge imposed by the Authority pursuant to 49 U.S.C. App. 513, as amended or supplemented from time to time, and 14 CFR Part 158, as amended or supplemented from time to time, or any other substantially similar charge lawfully levied by or on behalf of the Authority pursuant to or permitted by federal law.

5.27 "Preferential Use Space" means that Assigned Space for which Airline holds a preference as to use, and which may be used on a non-preferential basis by another airline or tenant.

5.28 "Rentable Space" is that space within the Airport Terminal Building which has been constructed or designated as rentable space by Authority, including such deletions therefrom and additions thereto as may occur from time-to-time.

5.29 "Revenue Aircraft Arrival" is an airline aircraft landing at Airport, excluding those returning to the Airport due to an emergency, and for which Landing Fees are charged by Authority.

5.30 "Special Facility" is any Airport facility acquired or constructed for the benefit or use of any person or persons, the costs of construction and acquisition of which are paid for (a) by the obligor under a Special Facility agreement, (b) from the proceeds of Special Facility bonds, or (c) both; provided, however, that Airport facilities built by an Airport tenant under a ground lease or any other agreement which by its terms is not indicated to be a Special Facility agreement shall not be considered a Special Facility under this definition.

5.31 "Schedule of Rates, Fees and Charges" is the schedule the rates, fees and charges due by Airline to the Authority and is reestablished each Fiscal Year.

5.32 "Terminal Building Rentals" are the Terminal Building rents calculated by multiplying the Terminal Building Rental Rate times the then-applicable square footage of the Assigned Space in question.

5.33 "Loading Bridge Fees" are the fees calculated by dividing the total Loading Bridge requirement, which currently includes Operating Expenses, Capital Outlay, Debt Service and Debt Service Coverage, by the total departures.

5.34 "Market Share Exempt Carrier" is any New Airline operating with less than 7% market share of total enplanements per month. The only fees applicable to a Market

Share Exempt Carrier are Landing Fees and Per Turn Fees, unless the New Airline is leasing preferential space which would be included in separate rent. An Airline will cease to qualify as Market Share Exempt Carrier at the time that the Airline meets or exceeds 7% of market share of total enplanements per month for any six (6) of the immediately preceding twelve (12) months. Once Airline is no longer Market Share Exempt, the Airline will be responsible for all Terminal and Airfield related rates, fees and charges.

5.35 "New Airline(s)" shall mean any new airline providing new commercial passenger or cargo service to and from the Airport, using the Airport Terminal Building or cargo building to enplane and deplane passengers or cargo service to and from the Airport.

Section 6. RATE MAKING METHODOLOGY

6.1 Rates and charges shall be established annually based on the methodology set by the Authority below and in the Schedule of Rates and Charges referenced in Section 8 below.

6.2 Rates and charges shall be developed under a commercial compensatory rate making methodology.

6.3 Rates and charges shall be calculated and set at the beginning of each Fiscal Year.

6.4 Terminal Building Operating Requirement.

6.4.1 For purposes of this Ordinance, the Terminal Building Cost Center shall consist of the current Terminal Building, including the ticketing wing, the Holdrooms, baggage claim facilities, baggage make-up facilities, and passenger loading bridges/regional boarding ramps, as well as the areas immediately adjacent to the west side of the terminal building utilized for baggage tug drives and baggage tug storage, and all public areas, concession areas, and other leasable areas.

6.4.2 The Terminal Building Operating Requirement shall be calculated as specified in Sections 6.4.2.1 through 6.4.2.4 below:

6.4.2.1 By summing the elements of the Airport Operating Requirement allocated to the Terminal Building Cost Center. Currently, this includes O&M Expenses, O&M Reserve Requirement, net Depreciation, Amortization, Capital Outlay, and Debt Service.

6.4.2.2 By then reducing the total from Section 6.4.2.1 by non-airline revenue credits applied by the Director. These revenue credits are reimbursements and offsets to base costs. This results in the Net Terminal Building Operating Requirement.

6.4.2.3 The Net Terminal Building Operating Requirement calculated in Section 6.4.2.2 is then divided by Rentable Space to obtain the Terminal Building Rental Rate.

6.4.2.4 Finally, each Airlines' share of cost is then derived by multiplying the Terminal Building Rental Rate by the Terminal Building Airlines' rented space (preferential use) and Airlines' share of Joint Use Space as determined by the Joint Use Formula.

6.4.3. Joint Use Space. Joint Use Space shall be classified as Baggage Make-Up, Baggage Claim and Gate Area. Airline's share of the Terminal Building Rentals for Baggage Make-Up and Baggage Claim Joint Use Space will be determined as follows: (1) eighty-five percent (85%) of the total rentals due shall be prorated among Airlines using Joint Use Space based upon Airline's share of Checked Bags, (2) fifteen percent (15%) of the total rentals due shall be prorated equally among the Airlines using Joint Use Space. Airline's share of the Terminal Building Rentals for Gate Area Joint Use Space will be determined as follows: (1) eighty-five percent (85%) of the total rentals due shall be prorated among Airlines using Joint Use Space based upon Airline's share of Enplaned Passengers, (2) fifteen percent (15%) of the total rentals due shall be prorated equally among the Airlines using Joint Use Space.

6.4.4 Per Turn Fee for Market Share Exempt Carriers. The Per Turn Fee for Market Share Exempt Carriers is calculated by dividing the Per Turn requirement by the total estimated departures.

6.5 Airfield Area Operating Requirement

6.5.1 For purposes of this Ordinance, the Airfield Area Cost Center consists of those areas of land and Airport facilities which provide for the general support of air navigation, flight activity and other aviation requirements of the Airport. The airfield includes runways, taxiways, the terminal apron, aircraft service areas and those ramp areas not included in any other cost center, approach and clear zones, safety areas and infield areas, together with all associated landing navigational aids and Airport facilities, aviation controls, and other systems related to the airfield. It also includes areas of land acquired for buffer requirements for the landing areas of the Airport, all land acquired for Airport expansion until the land is used or dedicated to another cost center, and all Airport noise mitigation facilities or costs. The Airport's triturator facility, storage areas for airline glycol equipment and tanks, and any fueling facilities and equipment provided to serve the airlines on the terminal apron are also included in the airfield cost center.

6.5.2 The Airfield Area Operating Requirement shall be calculated as specified in Sections 6.5.2.1 through 6.5.2.4 below:

6.5.2.1 By summing the elements of the Airport Operating Requirement allocated to the Airfield Area Cost Center. Currently, this includes the O&M Expenses, O&M Reserve Requirement, net Depreciation, Amortization, Capital Outlay, and Debt Service.

6.5.2.2 By then reducing the total calculated in Section 6.5.2.1 above by non-airline revenue credits applied by the Director. These revenue credits are reimbursements and offsets to base costs. This results in the Net Airfield Area Operating Requirement.

6.5.2.3 The Net Airfield Area Operating Requirement calculated in Section 6.5.2.2 is then divided by the estimated Certified Maximum Gross Landed Weight (CMGLW) of all Airlines' Revenue Aircraft Arrivals to determine the Airlines' Landing Fee rate.

6.5.2.4 The Airlines' Landing Fee rate is then multiplied by the estimated CMGLW of the Airlines.

6.5.3 All costs incurred by the Authority for mitigation or damages resulting from noise, environmental incidents or conditions, aircraft fueling, or other Airport aircraft-related conditions or activities will also be charged and allocated to the Airfield Area Operating Requirement.

6.5.4 [RESERVED]

6.5.5 Affiliate. Each Affiliate's operations shall be counted and recorded jointly with Airline's and shall be at the same rate.

6.5.6 [RESERVED]

6.5.7 Other Cost Centers. All other cost centers are not included as part of the Airlines' rates, charges and fees. Authority may apply revenues from the other cost centers to offset expenses at a time, and in an amount, based on the sole discretion of the Director.

6.5.8 Unless otherwise provided herein, all rates, fees and charges are calculated as described in Schedule of Rates, Fees and Charges referenced in Section 8 below.

Section 7. RENTALS, FEES AND CHARGES

7.1 The Authority shall establish the Schedule of Rates, Fees and Charges at the beginning of each Fiscal Year.

7.2 Prior to the establishment of the Schedule of Rates, Fees and Charges each Fiscal Year, the Authority shall formally notify Airline in writing of the anticipated Schedule of Rates, Fees and Charges to be in effect for the upcoming Fiscal Year. Authority's notification to Airline shall include notice of the time and place of a meeting to present the Schedule of Rates, Fees and Charges, expenses and capital charges used in the calculation, and to answer questions of Airline. The anticipated Schedule of Rates, Fees and Charges shall be set forth and supported by a document prepared by the Authority.

7.3 So long as Airline has been notified per above, the implementation of the upcoming Schedule of Rentals and Charges will be effective on the first day of the Fiscal Year.

7.4 Each Airline operating at the Airport shall be responsible for paying those rates and charges itemized below in the amounts specified in the Schedule of Rates, Fees and Charges in Section 8 below:

7.4.1 Preferential Use Space - Each Airline shall pay the Authority for its use of the assigned, Preferential Use Space in the Terminal.

7.4.2 Joint Use Space – Each Airline shall pay the Authority its share of rentals on Joint Use Space used by Airline in common with other airline tenants.

7.4.3 Landing Fees –For its use of the airfield, apron and appurtenant facilities, Airline shall pay a landing fee for each and every aircraft landed by the Airline at the Airport except as otherwise noted herein.

7.4.4 Passenger Facility Charge. Airline shall comply with all of the applicable requirements contained in 14 CFR Part 158 and any amendments thereto. Airline shall pay the Authority the Passenger Facility Charge applicable to all of Airline’s revenue passengers enplaning at the Airport imposed by the Authority from time to time pursuant to applicable Federal law and regulations.

7.4.5 Other Fees and Charges. Airline shall also pay all miscellaneous charges assessed to and owed by Airline to the Authority including, but not limited to, the cost of utilities and services, employee parking fees, telecommunications charges, paging system fees, triturator fees, skycap services, preconditioned air and fixed ground power fees, security measures, such as key cards and identification badges and the like, common use fees and common equipment charges, and law enforcement fees (net of TSA reimbursement).

7.4.5.1 Such other fees and charges shall be detailed by the Authority in the Schedule of Rates, Fees and Charges.

Section 8. SCHEDULE OF RATES, FEES AND CHARGES

8.1 The Authority's 2021-2022 Schedule of Rates, Fees and Charges effective December 1, 2021 is attached hereto and incorporated herein by reference as Exhibit A.

Section 9. PAYMENT OF RENTALS, FEES AND CHARGES

9.1 Airlines shall pay for space rentals for Preferential Use Space and Joint Use Space, monthly, without invoice, demand, set-off, or deduction on or before the first (1st) day of each calendar month.

9.2 On or before the fifteenth (15th) day of each month, Airlines shall pay for their Landing Fees for the immediately preceding month.

9.3 Airlines shall report to the Authority on or before the fifteenth (15th) day of each month the Airlines actual operating activity for the prior month by submitting a written report. All such monthly reports shall be submitted on a standardized form provided by the Authority, such form shall act as the actual invoice.

9.4 Payment for all other fees and charges shall be invoiced by the Authority and shall be due upon receipt of the Authority's invoice. Such payments shall be deemed delinquent if not received within thirty (30) calendar days of the date of such invoice.

9.5 Except as provided above, or if such payments or reporting is under dispute by Airline, Airline shall be in violation of this Ordinance if its payments and reporting information required above are not received by the Authority on or before the fifteenth (15th) day of the month in which they are due.

9.6 Security Deposit. If in the reasonable business discretion of the Authority, it is determined that the financial condition of Airline, at the beginning of air service at the Airport, or an incumbent Airline that has displayed an irregular payment history, then Airline may be required to submit a cash security deposit in an amount not to exceed the equivalent of six (6) months estimated rentals, fees and charges.

9.6.1 In the event that the Authority determines a security deposit is required, the Airline shall deposit such sum with the Authority within thirty (30) days of being so notified by the Authority, and such sum shall be retained by Authority as security for the faithful performance of Airline's obligation hereunder.

9.6.2 The Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid in accordance with this Ordinance, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Airline, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable wear and tear excepted.

9.6.3 In the event that all or any portion of the security deposit is so applied, the Airline shall promptly, upon demand by Authority, remit to Authority the amount of cash required to restore the security deposit to its original sum.

9.6.4 An Airline's failure to remit the amount of cash required to restore the security deposit in accordance with Section 9.6.3 above within ten (10) calendar days after its receipt of such demand shall constitute a breach of this Ordinance.

9.6.5 If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Airline, without interest, within sixty (60) days of the Airline ceasing operation at the Airport. The Authority will not pay interest on any security deposit.

9.7 Airlines shall pay all rates, fees and charges established herein to the Authority monthly, without set-off, and except as specifically provided above, without invoice or demand therefore, in lawful money of the United States of America, by check payable to Authority delivered or mailed to the Authority or by wire transfer to the Authority.

Section 10. PENALTIES AND ENFORCEMENT

10.1 Unless otherwise specified herein, violation of any provision of this Airline Rates, Fees & Charges Ordinance shall be enforced in accordance with, and subject to the penalties specified in, this Section 10.

10.2 In addition to any civil or criminal penalties set out in this Section 10. or in any other Section or Subsection herein, this Airline Rates, Fees & Charges Ordinance may be enforced by an injunction, order of abatement, or other appropriate equitable remedy issuing from a court of competent jurisdiction.

10.3 This Airline Rates, Fees & Charges Ordinance may be enforced by one, all or a combination of the penalties and remedies authorized and prescribed in this Section 10, or elsewhere herein, except that any provision, the violation of which incurs a civil penalty, shall not be enforced by criminal penalties.

10.4 Except as otherwise specified herein, each day's continuing violation of any provision of the Airline Rates, Fees & Charges Ordinance is a separate and distinct offense.

10.5 A violation this Airline Rates, Fees & Charges Ordinance shall not be a misdemeanor or infraction under N.C. Gen. Stat. §14-4; however, civil penalties shall be assessed and civil citations issued for the administrative violation of any provision_in accordance with Section 10.6 through 10.7 below.

10.6 The Executive Director shall authorize specific Authority personnel to enforce all administrative violations of this Airlines Rates, Fees & Charges Ordinance.

10.7 Upon any administrative violation of this Airline Rates, Fees & Charges Ordinance, personnel designated in accordance with Section 10.6 shall cause a civil citation to be issued to the violator.

10.7.1 All civil citations shall be hand-delivered to the violator or shall be mailed by first class mail addressed to the last known address of the violator. The violator shall be deemed to have been served upon hand-delivery or the mailing of the civil citation.

10.7.2 Unless otherwise expressly specified herein the civil penalty associated with each civil citation issued for an administrative violation of this Airline Rates, Fees & Charges Ordinance shall be as follows: By a fine of up to \$500.00.

10.8 Any person may submit, within ten (10) days of receipt of a civil violation, a written request that the Executive Director review the civil citation, in accordance with Sections 10.8.1.1 through 10.8.3 below.

10.8.1 A request to the Executive Director shall be in writing and shall be hand delivered to the Office of the Executive Director and must be signed for by and employee of the Authority, or shall be mailed to the Executive Director by certified mail, return receipt requested.

10.8.2 A request to the Executive Director must specify in detail all of the reasons why the civil citation should be modified or withdrawn and must provide a mailing address for the Executive Director to submit a response to the request.

10.8.3 Within ten (10) days of receipt of a request in accordance with Section 10.8.1, the Executive Director shall mail a written decision to the requesting party at the address provided.

10.8.4 Unless a written request for review in accordance with Section 10.8.1 above, civil penalties issued via civil citation for an administrative violation of any Section of this Airport Rates, Fees and Charges Ordinance shall be due and payable to the Authority within 30 days of receipt.

10.8.5 If a written request for review is appealed and the civil citation is not withdrawn, payment of the civil penalty shall be due and payable to the Authority within 30 days of issuance of the Executive Director's written decision to the violator.

10.8.6 Unless other provided, if the violator fails to respond to a citation within 30 days of issuance and pay the fine prescribed therein, the Authority may institute a civil action in the nature of a debt in the appropriate division of the state general court of justice to collect the fine owed.

Section 11. SEVERABILITY

11.1 If any provision, clause, section, or provision of this the Airline Rates, Fees & Charges Ordinance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of the Airline Rates, Fees & Charges Ordinance, and the remainder of shall be enforced and not be affected thereby.

Section 12. AMENDMENT

12.1 The Authority reserves the right to amend the Airline Rates, Fees & Charges Ordinance, as well as the attached Schedule of Rates, Fees and Charges, at any time, by ordinance, after due notice and public hearing, in accordance with the Authority's Resolution No. ___ establishing The Greater Asheville Regional Airport Authority's Policy and Procedure for the Adoption of Ordinances.

ADOPTED THIS the ___ day of _____, 2021, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY

By: _____
Matthew C. Burrell, Chair

ATTEST:

Ellen M. Heywood, Clerk to the Board

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Exhibit A

Asheville Regional Airport

2021-2022 Fiscal Year

Schedule of Rates, Fees and Charges

(Proposed)

SUMMARY TABLE

RESULTS (Fiscal Years Ending June 30)	GARAA		
	2020	2021	Budget 2022
<u>Signatory Airline Rates & Charges:</u>			
Terminal Building Rental Rate (per s.f.)	\$53.88	\$60.16	\$48.90
Passenger-Related Security Fee (per EP)	\$0.66	\$0.70	\$0.90
Landing Fee (per 1,000-lbs)	\$1.51	\$1.76	\$1.74
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.41	\$0.34	\$0.41
Baggage Make-Up & Claim Fee (per bag)	\$0.95	\$0.98	\$1.12
Baggage Make-Up & Claim Fee (per airline)	\$11,825	\$13,205	\$13,417
Gate Area Charge per (enplaned pax)	\$1.34	\$1.10	\$0.90
Gate Area Fee (per airline)	\$30,208	\$33,732	\$34,274
Loading Bridge Fee (per depart.)	\$9.20	\$9.78	\$9.80
Exit Lane Fee (per EP)			\$0.07
Turn Fees ¹			
Per Turn Fee for Exempt Carriers (0-70 seats)	\$279.00	\$322.00	\$277.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$333.00	\$361.00	\$330.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$373.00	\$387.00	\$369.00
Average AVL CPE	\$5.64	\$5.12	\$6.09

¹ Includes use of holdroom, bag claim, bag make-up, passenger loading bridge, apron, tug drives, and ticket counter

FY21 rates calculated based on increased enplanements, but due to pandemic and expectation of reduced enplanements, decision was made to use FY20 rates for FY21

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 1**AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

			Budget
	2020	2021	2022
<u>Enplaned Passengers:</u>			
Allegiant	240,000	420,000	300,000
American ¹	150,000	187,000	125,000
Delta	137,000	158,000	105,000
Spirit	48,000	21,000	0
United	65,000	80,000	65,000
Total	640,000	866,000	595,000
<u>Estimated Checked Bags:</u>			
Allegiant	98,600	130,550	111,000
American ¹	81,300	81,812	46,250
Delta	113,900	110,652	69,300
Spirit	20,940	6,300	0
United	36,300	50,805	44,200
Total	351,040	380,119	270,750
<u>Departures:</u>			
Allegiant	1,605	2,677	2,167
American ¹	2,757	3,414	2,589
Delta	2,298	2,577	1,901
Spirit	453	125	0
United	1,287	1,429	1,704
Total	8,400	10,222	8,361
<u>Landed Weight (1,000-lb units):</u>			
Allegiant	229,200	380,317	308,227
American ¹	175,627	222,724	174,329
Delta	152,236	178,253	136,739
Spirit	66,000	18,258	0
United	77,924	88,301	80,871
Total	700,987	887,853	700,166

Note: Amounts may not add due to rounding.

Table 2**TERMINAL SPACE (s.f.)**

(Fiscal Years Ending June 30)

	Budget		
	2020	2021	2022
<u>Preferential Space:</u> ¹			
Allegiant	1,331	1,331	1,526
American	2,297	2,297	2,297
Delta	2,609	2,609	2,609
Spirit	905	905	0
United	1,593	1,593	1,593
Worldwide	161	161	161
Total Preferential Space	8,896	8,896	8,186
<u>Joint Use Space:</u>			
Baggage Make-Up	3,192	3,192	3,192
Baggage Claim	4,124	4,124	4,124
Gates 1-3 Holdroom	8,517	8,517	8,517
Gates 4-7 Holdroom	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	3,421	3,421	3,421
Total Joint Use Space	26,005	26,005	26,005
Total Airline Rented	34,901	34,901	34,191
<u>Other Rentable:</u>			
Ticket Counter (unassigned)	285	285	285
Queue (unassigned)	456	456	540
Vacant Airline Preferential Space	1,210	1,210	1,836
Concession Space	13,775	13,775	13,775
FAA Tower & Related Office Space	4,374	4,374	4,374
TSA Offices & Breakroom	1,933	1,933	1,933
TSA Passenger Security Screening	4,891	4,891	4,891
TSA Offices Adjacent to Passenger Screening	396	396	396
Total	27,320	27,320	28,030
Total Rentable Space	62,221	62,221	62,221
Public and Other Areas	45,628	45,628	45,628
Total Terminal Space	107,849	107,849	107,849

Note: Amounts may not add due to rounding.

¹ Includes ticket counter, queue, and office space.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
<u>Depreciation:</u> ¹				
Gross Depreciation		\$4,700,000	\$4,700,000	\$4,700,000
Less: Grant & PFC Amortization		(3,200,000)	(3,200,000)	(3,200,000)
Net Depreciation	[A]	\$1,500,000	\$1,500,000	\$1,500,000
<u>By Cost Center (%):</u>				
Airfield Area	[B]	14.0%	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%	16.0%
Other Area	[F]	7.0%	7.0%	7.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$210,000	\$210,000	\$210,000
Terminal Building	[A*C]	450,000	450,000	450,000
Parking, Roadway, and Ground Trans.	[A*D]	495,000	495,000	495,000
General Aviation Area	[A*E]	240,000	240,000	240,000
Other Area	[A*F]	105,000	105,000	105,000
Net Depreciation	[A]	\$1,500,000	\$1,500,000	\$1,500,000
<u>Amortization:</u>				
Gross Amortization		\$242,056	\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581	\$79,581

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
<u>By Cost Center (%):</u>				
Airfield Area	[H]	100.0%	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%	0.0%
Other Area	[L]	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[G*H]	\$79,581	\$79,581	\$79,581
Terminal Building	[G*I]	0	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0	0
General Aviation Area	[G*K]	0	0	0
Other Area	[G*L]	0	0	0
Net Amortization	[G]	\$79,581	\$79,581	\$79,581
<u>Capital Outlay:</u>				
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000
<u>By Cost Center (%):</u>				
Airfield Area	[N]	50.0%	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%	50.0%
<u>By Cost Center:</u>				
Airfield Area	[M*N]	\$50,000	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 4**OPERATION AND MAINTENANCE EXPENSES**
(Fiscal Years Ending June 30)**GARAA**

		Budget	Budget	Budget
		2020	2021	2022
<u>By Category:</u>				
Personnel Services		\$6,527,568	\$7,863,075	\$6,915,740
Professional Services		384,950	489,670	\$280,450
Utilities		539,867	545,117	\$479,567
Promotional Activities		303,800	353,025	\$237,325
Maintenance and Repairs		255,200	322,200	\$243,800
Contracted Services		978,646	1,838,377	\$870,295
Insurance Expense		260,600	330,725	\$334,400
Materials and Supplies		464,610	495,253	\$378,450
Other Expenses		506,740	574,848	\$349,010
Total O&M Expenses	[A]	\$10,221,981	\$12,812,290	\$10,089,037
<u>By Cost Center (%):</u>				
Airfield Area	[B]	26.3%	25.6%	26.4%
Terminal Building	[C]	47.8%	46.0%	48.1%
Parking, Roadway, and Ground Trans.	[D]	12.2%	15.0%	11.5%
General Aviation Area	[E]	9.8%	9.5%	9.9%
Other Area	[F]	4.0%	3.8%	4.1%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$2,684,342	\$3,284,722	\$2,665,092
Terminal Building	[A*C]	4,883,676	5,888,847	4,854,633
Parking, Roadway, and Ground Trans.	[A*D]	1,245,820	1,927,664	1,160,524
General Aviation Area	[A*E]	997,713	1,221,329	995,484
Other Area	[A*F]	410,430	489,728	413,304
Total O&M Expenses	[A]	\$10,221,981	\$12,812,290	\$10,089,037

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 5**LANDING FEE AND REVENUE**

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
<u>Airfield Requirement:</u>				
O&M Expenses		\$2,684,342	\$3,284,722	\$2,665,092
Less: Deicing Chemicals		(72,141)	(74,305)	(76,535)
O&M Reserve Requirement		159,135	300,190	(278,773)
Net Depreciation		210,000	210,000	210,000
Net Amortization		79,581	79,581	79,581
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	<u>\$3,110,917</u>	<u>\$3,850,187</u>	<u>\$2,649,366</u>
<u>Landing Fee Credits:</u>				
Non-Airline Revenue	[B]	\$90,000	\$70,000	\$102,307
Other	[C]	0	0	0
Total Credits	[D=B+C]	<u>\$90,000</u>	<u>\$70,000</u>	<u>\$102,307</u>
Net Landing Fee Requirement	[E=A-D]	<u>\$3,020,917</u>	<u>\$3,780,187</u>	<u>\$2,547,059</u>
Airline Landed Weight	[F]	700,987	887,853	700,166
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	<u>\$4.31</u>	<u>\$4.26</u>	<u>\$3.64</u>
Revenue Share Credit	[H]	<u>\$1,961,407</u>	<u>\$2,221,753</u>	<u>\$1,327,560</u>
Adjusted Airline Net Requirement	[I=E-H]	<u>\$1,059,511</u>	<u>\$1,558,434</u>	<u>\$1,219,499</u>
Airline Landing Fee	[J=I/F]	<u>\$1.51</u>	<u>\$1.76</u>	<u>\$1.74</u>
Airline Landing Fee Revenue	[K=F*J]	<u>\$1,059,511</u>	<u>\$1,558,434</u>	<u>\$1,219,499</u>

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 6**TERMINAL RENTAL RATE AND REVENUE**

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
<u>Terminal Requirement:</u>				
O&M Expenses		\$4,883,676	\$5,888,847	\$4,854,633
O&M Reserve Requirement		284,853	502,586	(462,618)
Net Depreciation		450,000	450,000	450,000
Net Amortization		0	0	0
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	<u>\$5,668,529</u>	<u>\$6,891,433</u>	<u>\$4,892,015</u>
<u>Terminal Credits:</u>				
Passenger-Related Security Charges		\$421,080	\$603,922	\$533,724
AirIT Landside Expenses		16,463	16,463	16,463
Loading Bridge Fees		77,250	100,000	81,955
Total Terminal Credits	[B]	<u>\$514,793</u>	<u>\$720,385</u>	<u>\$632,141</u>
Net Requirement	[C=A-B]	<u>\$5,153,736</u>	<u>\$6,171,048</u>	<u>\$4,259,873</u>
Rentable Space (s.f.)	[D]	62,221	62,221	62,221
Terminal Rental Rate	[E=C/D]	\$82.83	\$99.18	\$68.46
Airline Rented Space (s.f.)	[F]	34,901	34,901	34,191
Airline Requirement	[G=E*F]	<u>\$2,890,833</u>	<u>\$3,461,464</u>	<u>\$2,340,839</u>
Revenue Share Credit	[H]	\$1,010,422	\$1,361,719	\$668,771
Adjusted Airline Requirement	[I=G-H]	<u>\$1,880,411</u>	<u>\$2,099,745</u>	<u>\$1,672,068</u>
Airline Rented Space (s.f.)	[F]	34,901	34,901	34,191
Adjusted Airline Terminal Rate	[J=I/F]	\$53.88	\$60.16	\$48.90
Airline Terminal Rentals	[K=F*J]	<u>\$1,880,411</u>	<u>\$2,099,745</u>	<u>\$1,672,068</u>

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 6A**LOADING BRIDGE FEE AND REVENUE**

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
<u>Loading Bridge Requirement:</u>				
Operating Expenses		\$77,250	\$100,000	\$81,955
Capital Outlay		0	0	0
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$77,250	\$100,000	\$81,955
Total Departures	[B]	8,400	10,222	8,361
Loading Bridge Fee (per Departure)	[C=A/B]	\$9.20	\$9.78	\$9.80
Total Loading Bridge Revenue	[D=B*C]	\$77,250	\$100,000	\$81,955

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 6B**JOINT USE CHARGES**

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
Adjusted Signatory Airline Terminal Rate	[A]	\$53.88	\$60.16	\$48.90
<u>Joint Use Space (s.f.):</u>				
Baggage Make-Up	[B1]	3,192	3,192	3,192
Baggage Claim	[B2]	4,124	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421	3,421
Joint Use Space		26,005	26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$394,175	\$440,152	\$357,780
Gate Areas Requirement	[E=A*(C1+C2+C3)]	1,006,934	1,124,384	913,962
Total Joint Use Requirement	[G=D+E+F]	\$1,401,109	\$1,564,536	\$1,271,742
<u>Baggage Make-Up & Claim:</u>				
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]	\$335,048	\$374,129	\$304,113
Checked Bags	[I]	351,040	380,119	270,750
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$0.95	\$0.98	\$1.12
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$59,126	\$66,023	\$53,667
Number of Airlines	[L]	5	5	4
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$11,825	\$13,205	\$13,417
<u>Gate Area:</u>				
Gate Area Requirement (85%)	[N=E*85%]	\$855,894	\$955,726	\$776,868
Enplaned Passengers	[O]	640,000	866,000	866,000
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.34	\$1.10	\$0.90
Gate Area Requirement (15%)	[Q=E*15%]	\$151,040	\$168,658	\$137,094
Number of Airlines	[L]	5	5	4
Gate Area Fee (per airline)	[R=Q/L]	\$30,208	\$33,732	\$34,274
Total Joint Use Revenue	[G]	\$1,401,109	\$1,564,536	\$1,271,742

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 6C**TICKET COUNTER & QUEUE FEES (UNASSIGNED)**

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
Adjusted Signatory Airline Terminal Rate	[A]	\$53.88	\$60.16	\$48.90
<u>Ticket Counter and Queue Space (s.f.):</u>				
Ticket Counter		1,731	1,731	1,731
Queue Space		2,865	2,865	2,865
Ticket Counter and Queue Space	[B]	4,596	4,596	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$247,625	\$276,509	\$224,762
AirIT Landside Expenses	[D]	16,463	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$264,088	\$292,972	\$241,225
Enplaned Passengers	[F]	640,000	866,000	595,000
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.41	\$0.34	\$0.41
Enplaned Passenger Use	[H]	240,000	0	0
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$99,033	\$0	\$0

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 7**PASSENGER-RELATED SECURITY CHARGE**

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
Personnel-Related Security Cost	[A]	\$1,593,131	\$1,700,149	\$1,639,833
<u>Officer Deployment Hours:</u>				
Total Hours (18 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,172	2,174	2,174
Holiday (11 Holidays)		(176)	(198)	(198)
Vacation (12 Days)		(192)	(216)	(216)
Training (8 hrs per month per officer)		(128)	(144)	(144)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(144)	(162)	(162)
Available Hours/Officer	[B]	1,532	1,454	1,454
Number of Officers	[C]	18	20	20
Total Available Hours	[D=B*C]	27,584	29,072	29,072
Less: Admin Hours Total	[E]	(2,592)	(2,880)	(2,880)
Total Officer Deployment Hours	[F=D-E]	24,992	26,192	26,192
Personnel-Related Security Cost per Hour	[G=A/F]	\$63.75	\$64.91	\$62.61
<u>Passenger-Related Security Charge:</u>				
Terminal Airlines (18 hrs/day Security Checkpoint)		\$418,809	\$426,465	\$411,336
Less: TSA Reimbursement		(116,800)	(116,800)	(116,800)
Net Personnel-Related Costs	[H]	\$302,009	\$309,665	\$294,536
TSA Passenger Security Screening Space (s.f.)	[I]	2,210	4,891	4,891
Terminal Rental Rate	[J]	\$53.88	\$60.16	\$48.90
Security Checkpoint Space Costs	[K=I*J]	\$119,071	\$294,257	\$239,188
Passenger-Related Security Charges	[L=H+K]	\$421,080	\$603,922	\$533,724
Enplaned Passengers	[M]	640,000	866,000	595,000
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.66	\$0.70	\$0.90
Passenger-Related Security Charges	[O=M*N]	\$421,080	\$603,922	\$533,724

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 8**COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
<u>Airline Revenue:</u>				
Terminal Rentals		\$1,880,411	\$2,099,745	\$1,672,068
Loading Bridge Fees		77,250	100,000	81,955
Landing Fees		1,059,511	1,558,434	1,219,499
Unassigned Ticket Counter Charges		99,033	0	0
Passenger Related Security Charges		421,080	603,922	533,724
Exit Lane Fee		0	0	38,000
Deicing Chemicals		72,141	74,305	76,535
Total	[A]	<u>\$3,609,427</u>	<u>\$4,436,406</u>	<u>\$3,621,779</u>
Enplaned Passengers	[B]	640,000	866,000	595,000
Cost Per Enplaned Passenger	[C=A/B]	<u>\$5.64</u>	<u>\$5.12</u>	<u>\$6.09</u>

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 9**PER TURN FEE FOR MARKET SHARE EXEMPT CARRIERS**
(Fiscal Years Ending June 30)

		Budget		
		2020	2021	2022
<u>Per Turn Requirement:</u>				
Joint Use Cost ¹		\$1,401,109	\$1,564,536	\$1,271,742
Loading Bridge Cost		77,250	100,000	81,955
Unassigned Ticket Counter Cost		264,088	292,972	241,225
Passenger Related Security Charge Cost		421,080	603,922	533,724
Deicing Chemicals Cost		72,141	74,305	76,535
Total	[A]	\$2,235,669	\$2,635,735	\$2,205,179
Total Departures	[B]	8,400	10,222	8,361
Average Per Turn Cost	[C=A/B]	\$266.15	\$257.85	\$263.75
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*105%]	\$279.00	\$322.00	\$277.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*125%]	\$333.00	\$361.00	\$330.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*140%]	\$373.00	\$387.00	\$369.00

Note: Amounts may not add due to rounding.

¹ Includes the cost of baggage areas and gate areas.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

NEW BUSINESS:

A. Approve the Greater Asheville Regional Airport Authority Board Schedule for 2022: The Director stated that the proposed Authority Board Schedule for 2022 was included in the agenda package for the Board's review, and requested approval if the Board was in agreement with the schedule.

Mr. Erwin moved to approve the Greater Asheville Regional Airport Authority Board 2022 Schedule as presented by staff. Mr. Lovin seconded the motion and it carried unanimously.

B. Authorization to Establish Conservation Easements on Broadmoor Golf Course and Submit Letter of Intent to Conserving Carolina: Christina Madsen informed the Board that Conserving Carolina would like to establish conservation easements along property bordering the French Broad River and Cane Creek at the Broadmoor Golf Course. Conserving Carolina would seek grant funds to either purchase an easement from the Authority or use the funds to make improvements along the easement area to preserve, restore and stabilize the river and creek. Mrs. Madsen stated that Conserving Carolina was requesting a Letter of Intent from the Authority supporting the grant applications as well as an intent to enter a conservation easement upon successful negotiation between the parties. The Authority would either receive an increase in revenues for the amount of the easement once determined or contribute the easement value to the improvements on the property.

Mr. Erwin moved to provide a Letter of Intent to Conserving Carolina to proceed with grant application submittals and authorize the Executive Director to execute all of the necessary documents. Mr. Galbraith seconded the motion and it carried unanimously.

C. Adoption of the Asheville Regional Airport Five-Year Capital Improvement Plan (CIP) for FY 2023-2027: Michael Reisman reported that a five-year CIP must be submitted each year to the FAA. The CIP includes continuation of the terminal building modernization project, the air traffic control tower project, various pavement rehabilitation projects and ARFF equipment replacement. Mr. Reisman stated that adoption of the CIP does not approve any contracts nor provide staff with authorization to award design or construction projects. Mr. Reisman noted that what has changed from the prior year CIP is that the phasing for the terminal building modernization project was broken out over several years. As progress has been made on the design of the project, staff now has a solid understanding of the phasing and what the schedule will look like and Mr. Reisman proceeded to review the updated timeline and funding schedule for the project. Mr. Reisman remarked that while staff was aware of the issues with parking capacity at times, staff did not feel that fiscally it was time to start

design on construction of a second parking garage. However, as the construction on the terminal modernization project comes to a completion, staff will be prepared to roll right into design and construction of a parking garage.

The Director informed the Board that the current allotment of state funding included on the CIP rolls off in 2026 and at that point it goes from capital to helping fund debt service on the terminal bonds. The Director explained that the same is true for PFCs and they were not shown on the CIP after 2023, as they will be used for debt service on the terminal project. The Director also mentioned that the other options for funding shown on the CIP are bonds or TIFIA loans for the terminal project, but could also include a private public partnership for construction of a second parking garage, but this would need to be explored further.

Mr. Lovin questioned if construction of a second parking garage would be moved up on the CIP should the necessity for additional parking become more pressing. Mr. Reisman responded that this was correct, and a brief discussion took place that included current parking capacity, the possibility of a public private partnership as well as advances in technology with regard to transportation. The Board suggested that staff keep this on the radar and that if construction of a second parking garage could be escalated, it should be considered.

Mr. Lovin moved to adopt the Asheville Regional Airport Five-Year Capital Improvement Plan. Mr. Erwin seconded the motion and it carried unanimously.

DIRECTOR'S REPORT: The Director stated that he had a couple of items to address that were not included on the agenda.

A. Commissioned Art for Terminal Expansion Project: Tina Kinsey gave a brief presentation on installation of a significant art program in the new terminal building. Mrs. Kinsey shared examples of other airport art programs as well as information about a request for proposal ("RFP") process. It was agreed that it was very important that the local art community should be involved, but staff should use an RFP process. A suggestion was made to consider sponsorship by local businesses to help fund an art program.

B. Zachery Construction Change Order No. 7: The Director reported that there were a variety of deductions and additions for the south apron project. The Director reviewed the deductions that totaled \$75,000 as well as additions amounting to \$94,000

that resulted in an additional \$19,000 to the project costs. These expenditures were executed by the Executive Director under his spending authority.

C. Status of TIFIA Loan and Terminal Project Funding: The Director stated that staff had intended to fund the terminal project two thirds with public bond funding and one third with a TIFIA loan through the Department of Transportation. Staff recently learned that the project does not qualify for TIFIA funding. However, with the new infrastructure bill that was recently passed, a condition was included that if a project is eligible for PFC funding, it will now be eligible for TIFIA funding. Staff will continue to explore this option, but in the meantime, will continue working with the bond consultant. Staff will also inquire if early callbacks will be allowed on the bonds and if the terminal project qualifies for TIFIA funding, staff will look at refunding a third of the bonds and pay them back with TIFIA funding.

D. Property Exchange: Staff has been working with the owner of the Electrolux property on a property swap. The owner of the Electrolux property has purchased a one-acre parcel across NC280 in front of the Wingate Hotel that will be exchanged for three acres of Authority-owned land adjacent to the Electrolux building. The value of the one-acre parcel is over \$1 million and the value of the three acres of Authority-owned land is \$500,000. The FAA has advised that the exchange does not need to go into a federal register for public comment. A deed correction is being worked on with an attorney and once that has been completed, the property will be exchanged.

E. ACI Annual Conference: The Director reported on his attendance at the ACI Annual Conference and gave a brief update on the infrastructure bill which will fund airports with \$25 billion for projects over the next five years. The Director met with FAA officials while at the conference and will be meeting with the FAA to further discuss funding from this bill.

F. Airport Staffing: Airports across the country are experiencing staffing shortages and are working on salary surveys and compensation packages. The Director noted another issue which is creating a problem for airports and that is the COVID vaccination mandate for federal contractors. The airport does receive rent in the form of leases with the TSA and FAA. Approximately 50% of the Authority staff has been vaccinated. The deadline for the vaccination is currently January 4th, and staff will continue to monitor the situation to see what the federal government does with this mandate.

G. Parking Operations: The parking operation went to a cashless system over a year ago and there have been a number of people who claim they do not have a credit card when trying to exit the parking lot. Recovery rate on collecting these funds has not been as good as staff would like to see, but staff believes there have been repeat

offenders. A Ready Credit machine will be installed in the terminal that will covert cash to a credit card. People who claim they do not have a credit card to pay for their parking will be referred to the machine. Staff has also been working with Ms. Rice on updating some policies that may help staff with a higher rate of collection, and that will be brought to the Board in the near future.

H. Aviation Industry Conference Schedule: A schedule of industry conferences was available at the Board Member seats. Mr. Galbraith has expressed interest in attending the Airport Board and Commissioners Conference in April. The Board should identify any conferences they would like to attend at a future Board Meeting.

I. Runway 5k Recap: Tina Kinsey gave a quick recap of the runway 5k which marked the airport's 60th anniversary. With over 1,000 racers that participated, proceeds will be presented to the WNC Pilots Association Education Foundation and AB Tech's Aviation Scholarship Fund.

J. Broadmoor Golf Course Update: The Director stated that the golf course had been leased to DreamCatcher Broadmoor, LLC. on August 14th. DreamCatcher continues going through their due diligence on financing for the hotel and convention center. The Authority netted just over \$400,000 for the one year it managed the golf course. Staff anticipates long-term returns from the hotel and conference center.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board will be held on December 10, 2021.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 10:44 a.m. Mr. Lovin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a)(3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel Regarding, Among Other Things, that Buncombe County Lawsuit Entitled Christopher McFalls vs. the Greater Asheville Regional Airport Authority; to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Erwin seconded the motion and it carried unanimously.

The Chair indicated they would break for five minutes at which time the Board would resume in closed session.

Open Session resumed at 11:45 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY NOVEMBER 12, 2021

CLOSED SESSION MINUTES: Mr. Lovin moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Erwin seconded the motion and it carried unanimously.

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AUGUST 13, 2021 CLOSED SESSION MINUTES AND THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY OCTOBER 8, 2021 CLOSED SESSION MINUTES:

Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority August 13, 2021 Closed Session and the Greater Asheville Regional Airport Authority October 8, 2021 Closed Session and to seal and withhold the minutes for the August 13, 2021 Closed Session and the October 8, 2021 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Galbraith seconded the motion and it carried unanimously.

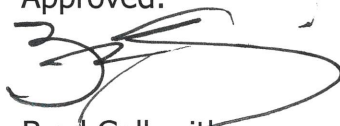
ADJOURNMENT: Mr. Erwin moved to adjourn the meeting at 11:47 a.m. Mr. Galbraith seconded the motion and it carried unanimously.

Respectfully submitted,



Ellen Heywood
Clerk to the Board

Approved:



Brad Galbraith
Vice-Chair